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RECEIVED

January 14, 2003

JAN 15 2003

PUBLIC SERVICE
COMMISSION

VIA FEDERAL EXPRESS

Mr. Tom Dorman
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, KY 40602-0615

2003-00023

Re: Complaint of AT&T Broadband Phone of Kentucky, LLC. against ALLTEL
Kentucky, Inc. and Kentucky ALLTEL, Inc.

Dear Mr. Dorman:

Enclosed for filing with the Public Service Commission is the original and thirteen (13) copies of AT&T Broadband Phone of Kentucky, LLC's Complaint, Request for Expedited Review and Emergency Relief against ALLTEL Kentucky, Inc. and Kentucky ALLTEL, Inc. for refusal to enter into the adoption of the terms of Interconnection Agreement.


Please stamp the two (2) extra copies of the complaint and return in the envelope provided.

I am licensed to practice in the state of Kentucky and in good standing with the State Bar of Kentucky.

If you have any questions, please call Loretta Cecil, Esq. at (404) 888-7437.

Best regards,

WOMBLE CARLYLE SANDRIDGE & RICE
A Professional Limited Liability Company


Thomas B. McGurk, Esq.

Enclosures

RECEIVED

JAN 15 2003

PUBLIC SERVICE
COMMISSION

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

AT&T Broadband Phone of
Kentucky, LLC.,
Complainant

vs.

ALLTEL Kentucky, Inc., and
Kentucky ALLTEL, Inc.
Defendants.

Case No. 2003-00073

**COMPLAINT, REQUEST FOR EXPEDITED REVIEW
AND EMERGENCY RELIEF**

AT&T Broadband Phone of Kentucky, LLC. ("AT&T Broadband")¹ hereby files this Complaint, Request for Expedited Review and Emergency Relief ("Complaint") against ALLTEL Kentucky, Inc. and Kentucky ALLTEL, Inc. ("ALLTEL"), pursuant to KRS 278.260, Title 807, Chapter 5, Section 12, Kentucky Administrative Regulations, and Section 252 of the Telecommunications Act of 1996 ("Act"), 47 U.S.C. §252. In support of said Complaint, AT&T Broadband shows as follows:

IDENTIFICATION OF THE PARTIES

1.

The name of Complainant is AT&T Broadband Phone of Kentucky, LLC. having an address at 188 Inverness Drive West, Suite 400, Englewood, Colorado, 80112.

¹ AT&T Broadband is authorized to provide local and intraLATA toll telecommunications services in Kentucky pursuant to a Certificate of Public Convenience and Necessity issued by the Commission.

2.

The name of Defendants are ALLTEL Kentucky, Inc. and Kentucky ALLTEL, Inc.,² having an address at 239 South 5th Street, Suite 1511, Louisville, Kentucky, 40202.

BACKGROUND

3.

Previously, AT&T Corp. and Insight Communications Company, Inc. ("Insight") formed a partnership to allow AT&T Corp. to offer residential local telephone service in Kentucky using various Insight cable facilities. In addition to using Insight's cable facilities, this partnership required AT&T Corp. to install its own telecommunications facilities in Kentucky.

4.

AT&T Corp. relied upon two of its wholly owned companies, AT&T Broadband and AT&T Communications of the South Central States, LLC,³ to manage the daily operational requirements associated with providing such local telephone service. AT&T Broadband managed facilities deployment with Insight, as well as customer marketing and relations, while AT&T Communications of the South Central States, LLC managed all interconnection issues with other local exchange carriers.

² Both ALLTEL defendants are authorized to provide local and intraLATA toll telecommunications services in Kentucky pursuant to a Certificate of Public Convenience and Necessity issued by the Commission.

³ AT&T Communications of the South Central States, LLC is authorized to provide local and intraLATA toll telecommunications services in Kentucky pursuant to a Certificate of Public Convenience and Necessity issued by the Commission.

5.

Accordingly, AT&T Broadband first began offering local telephone service in Louisville in January, 2001. This offering was made on a "limited" basis because AT&T Broadband wanted to ensure that all systems and procedures were working properly before launching a larger marketing effort. BellSouth Telecommunications, Inc. ("BellSouth") is the local exchange carrier in Louisville.

6.

Although AT&T Broadband confronted numerous interconnection issues with BellSouth, AT&T Broadband received assistance from AT&T Communications of the South Central States, LLC in attempts to resolve the same under the interconnection agreement in effect between BellSouth and AT&T Communications of the South Central States, LLC. Eventually most of these issues were resolved, and as a result, AT&T Broadband now has over 20,500 local telephone customers in Louisville.

7.

AT&T Broadband next began offering local telephone service in Lexington. At the time of such offering, Verizon South, Inc. ("Verizon") was the local exchange carrier in Lexington and interconnection issues were governed and resolved by AT&T Communications of the South Central States, LLC under the interconnection agreement in effect between AT&T Communications of the South Central States, Inc. (now AT&T of the

Southern States, LLC) and Verizon ("Verizon Interconnection Agreement"). Although AT&T Broadband now has over 1,650 local telephone customers in Lexington, its efforts to maintain these customers, as well as obtain additional customers, is in jeopardy due to the interconnection billing dispute described below.

8.

Pursuant to the Commission's Order of February 13, 2002, Verizon transferred all of its local telephone facilities in Kentucky to ALLTEL. In connection with the transfer of these facilities, the Commission required ALLTEL to honor all interconnection agreements entered into by Verizon with other local exchange carriers.⁴

9.

In addition to AT&T Broadband's efforts to offer local telephone service in Louisville and Lexington, it also began installing facilities in order to offer local telephone service in Shepardsville. Because ALLTEL is the local exchange carrier in Shepardsville, AT&T Broadband requested AT&T Communications of the South Central States, LLC negotiate an interconnection agreement with ALLTEL to govern AT&T Broadband's interconnection with ALLTEL in Shepardsville.

⁴ In the Matter of Petition By ALLTEL Corporation To Acquire the Kentucky Assets of Verizon South, Incorporated; Kentucky Public Service Commission; Case No. 2001-00399; Order dated February 13, 2002 ("Kentucky Public Service Commission Order dated February 13, 2002").

10.

Such negotiations were concluded, and as a result, AT&T Communications of the South Central States, LLC and ALLTEL entered into an interconnection agreement on behalf of AT&T Broadband ("Shepardsville Interconnection Agreement"). However, unlike occurred in Louisville and Lexington, because of the indirect interconnection dispute described below, AT&T Broadband has yet to obtain any local telephone customers in Shepardsville.

11.

AT&T Corp.'s investment, through AT&T Broadband and AT&T Communications of the South Central States, LLC, in local telephone facilities in Louisville, Lexington, and Shepardsville is substantial, having exceeded more than \$21 million dollars in just two years.

12.

On November 18, 2002, AT&T Corp. transferred all of its interest in AT&T Broadband to Comcast Corporation ("Comcast"). As a result of such transfer, AT&T Broadband no longer can rely upon AT&T Communications of the South Central States, LLC (which remains a wholly owned company of AT&T Corp.) to resolve interconnection disputes with BellSouth and ALLTEL. Accordingly, AT&T Broadband is in the process of entering into its

own interconnection agreements with ALLTEL⁵ and already has entered into an Interconnection Agreement with BellSouth⁶ so that AT&T Broadband can provide local telephone service in Kentucky.

13.

This Complaint involves three interconnection disputes between AT&T Broadband and ALLTEL which are jeopardizing AT&T Broadband's efforts to provide local telephone service in Kentucky. These are: (a) ALLTEL's failure to allow AT&T Broadband to adopt the Verizon Interconnection Agreement pursuant to Section 252(i) of the Act, 47 U.S.C. §252(i); (b) ALLTEL's failure to implement indirect interconnection as provided in the Shepardsville Interconnection Agreement allowing AT&T Broadband and ALLTEL to transport and terminate each other's customers' calls; and (c) ALLTEL's improper billing of AT&T Broadband's customers after the customers' telephone numbers have been "ported" or transferred to AT&T Broadband and ALLTEL is no longer providing local telephone service to such customers.

⁵ As discussed further below, since August 2002, AT&T Broadband has attempted to adopt the Verizon Interconnection Agreement pursuant to Section 252(i) of the Act, 47 U.S.C. §252(i). Additionally, on January 14, 2003, AT&T Broadband provided notice to ALLTEL of its intent to adopt the Shepardsville Interconnection Agreement.

⁶ The effective date of AT&T Broadband's Interconnection Agreement with BellSouth is October 7, 2002.

**I. ALLTEL'S FAILURE TO ALLOW AT&T BROADBAND TO
ADOPT THE VERIZON INTERCONNECTION AGREEMENT**

14.

As discussed above, in approving the transfer of Verizon's local telephone facilities in Kentucky to ALLTEL, the Commission ordered ALLTEL to " ...honor all interconnection agreements entered into by Verizon."⁷ Again, the date of the Commission's Order approving such transfer, and requiring ALLTEL to honor all Verizon interconnection agreements, was February 13, 2002.

15.

Accordingly, ALLTEL is obligated to honor the Verizon Interconnection Agreement discussed above between Verizon and AT&T Communications of the South Central States, Inc. (now AT&T of the South Central States, LLC).

16.

The Verizon Interconnection Agreement was for an initial three (3) year term which began on August 10, 1999 and was to end on August 9, 2002. However, it remains in effect today pursuant to Section 2 thereof which provides: "[t]his Agreement shall continue in effect for consecutive one (1) year terms thereafter [after the initial three (3) year term] unless either Party gives the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the initial term." As discussed further below, no written notice of

⁷ Kentucky Public Service Commission Order dated February 13, 2002 at Page 20.

termination was provided by Verizon at least ninety (90) calendar days prior to the end of the initial three (3) year term. Relevant sections regarding the term of Verizon Interconnection Agreement are attached hereto as Exhibit 1 and incorporated herein by this reference.

17.

In clear violation of the Commission's February 13, 2002 Order regarding ALLTEL's obligation to "honor all interconnection agreements entered into by Verizon," on March 1, 2002, Verizon provided notice to AT&T Communications of the South Central States, Inc. (now AT&T of the South Central States, LLC) that "... as part of the Transaction [transfer of all of Verizon's local telephone facilities in Kentucky to ALLTEL], the Agreement between Verizon and AT&T Communications of the South Central States Inc. in the State of Kentucky is being terminated in accordance with its terms, effective upon and no later than the closing date of the Transaction, which is estimated to be July 31, 2002."⁸ A copy of this notice is attached hereto as Exhibit 2 and incorporated herein by this reference.

18.

Because such notice clearly was contrary to the Commission's Order of February 13, 2002, it was null and void. Accordingly, because there was

⁸ Unlike some interconnection agreements, the Verizon Interconnection Agreement does not allow for termination in the event of a sale of facilities or telephone exchanges. Thus Verizon's March 2, 2002 "notice of termination" based on its sale of its telephone facilities in Kentucky was totally improper. Thereafter, neither ALLTEL nor Verizon cured this improper notice by providing any subsequent notice of termination at least ninety (90) calendar days prior to the end of the initial three (3) year term as required by Section 2 of the Verizon Interconnection Agreement.

no subsequent effective termination of the Verizon Interconnection Agreement, it remains in effect today and is available for adoption by AT&T Broadband under Section 252(i) of the Act, 47 U.S.C. §252(i). Indeed, today ALLTEL continues to exchange traffic with AT&T Broadband in Lexington under the Verizon Interconnection Agreement.

19.

In anticipation of AT&T Corp.'s transfer of AT&T Broadband to Comcast and AT&T Broadband's need to have its own interconnection agreement with ALLTEL (in order to interconnect to the former Verizon local telephone facilities which were transferred to ALLTEL as a result of the Commission's Order of February 13, 2002), AT&T Broadband has made repeated attempts to adopt the Verizon Interconnection Agreement pursuant to Section 252(i) of the Act, 47 U.S.C. §252(i), but ALLTEL has refused to cooperate with AT&T Broadband's adoption efforts. Specifically, by letter dated August 14, 2002, AT&T Broadband provided written notice to ALLTEL of AT&T Broadband's intent to adopt the Verizon Interconnection Agreement. A copy of this notice is attached hereto as Exhibit 3 and incorporated herein by this reference.

20.

By letter dated October 23, 2002, AT&T Broadband notified ALLTEL yet again of its intent to adopt the terms of Interconnection Agreement. A copy of this notice is attached hereto as Exhibit 4 and incorporated herein by this reference.

21.

In its August 14, 2002 and October 23, 2002 notices, AT&T Broadband made all necessary and appropriate warranties and representations to ALLTEL regarding adoption of the Verizon Interconnection Agreement. Thus ALLTEL has no lawful justification for refusing to cooperate with AT&T Broadband's efforts to adopt the Verizon Interconnection Agreement.

22.

Despite AT&T Broadband's repeated requests that ALLTEL execute an agreement providing for AT&T Broadband's adoption of the Verizon Interconnection Agreement, ALLTEL has refused to enter into any such adoption agreement. ALLTEL's refusal violates Section 252(i) of the Act, 47 U.S.C. §252(i) which provides: "[a] local exchange carrier shall make available any interconnection, services, or network element provided under an agreement approved under this section to which it is a party to any requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement."

II. ALLTEL'S FAILURE TO IMPLEMENT INDIRECT INTERCONNECTION

23.

Since early September, 2002, AT&T Broadband also has been attempting to reach agreement with ALLTEL regarding interconnection in order to be able to offer local telephone service in Shepardsville. In accordance with the terms of the Shepardsville Interconnection Agreement, AT&T Broadband has requested that ALLTEL implement indirect interconnection with AT&T Broadband utilizing existing tandem facilities provided by BellSouth. Contrary to the express provisions of the Shepardsville Interconnection Agreement, ALLTEL repeatedly has refused to allow for such indirect interconnection (except on a limited interim basis), instead indicating that only direct interconnection will be allowed.

24.

Section 2, of Attachment 4: Network Interconnection Architecture, of the Shepardsville Interconnection Agreement, expressly provides for such indirect interconnection. Specifically, Section 2.2 provides: "indirect interconnection provides for network interconnection between the Parties through a third party tandem provider performing a transit function. Under this arrangement, the originating Party has the responsibility to pay any applicable transit or tandem switched access fees and common transport associated with traffic exchanged between the parties." A copy of Section 2

of Attachment 4 of the Shepardsville Interconnection Agreement is attached hereto as Exhibit 5 and incorporated herein by this reference.

25.

AT&T Broadband has confirmed with BellSouth that interconnection between AT&T Broadband and ALLTEL through BellSouth tandem facilities is technically possible and that existing trunking arrangements can handle AT&T Broadband's additional anticipated customer demand. AT&T Broadband has shared this information with ALLTEL, but ALLTEL still refuses to allow indirect interconnection.

26.

Despite having invested in facilities in Shepardsville, AT&T Broadband cannot offer local telephone service to customers in that market because AT&T Broadband's customers would not be able to call ALLTEL's customers (and *vice versa*) without having interconnection facilities in place. ALLTEL's offer to exchange traffic with AT&T Broadband based on direct interconnection is not reasonable given the significant additional costs which AT&T Broadband would incur to install direct interconnection facilities to ALLTEL's facilities. As discussed above, BellSouth already has indirect tandem facilities in place, thus making indirect interconnection the

quickest way for AT&T Broadband to enter the Shepardsville market.⁹ Moreover, the Shepardsville Interconnection Agreement clearly provides that AT&T Broadband is entitled to implement indirect interconnection and is not required to implement direct interconnection.

27.

Upon information and belief, ALLTEL allows other local exchange carriers to interconnect with its network on an indirect interconnection basis, including interconnecting through tandem facilities.

28.

Because AT&T Broadband has a critical financial need to enter the Shepardsville market as soon as possible in order to start recouping the significant cost of facilities which it already has invested in Shepardsville, AT&T Broadband is in the process of ordering direct interconnection facilities between AT&T Broadband and ALLTEL pending the Commission's review of this Complaint. However, AT&T Broadband is ordering these facilities under "protest" and only because ALLTEL repeatedly has refused to allow indirect interconnection. Thus AT&T Broadband's decision to order

⁹ From a cost perspective, indirect interconnection through BellSouth tandem facilities also is the most efficient way for AT&T Broadband to interconnect with ALLTEL at the present time. This is because it is not cost effective for AT&T Broadband to install direct interconnection facilities until it has a sufficient number of customers to support the cost of direct interconnection facilities.

these direct interconnection facilities is not an admission that the Shepardsville Interconnection Agreement requires direct interconnection.¹⁰

III. ALLTEL'S IMPROPER BILLING OF AT&T BROADBAND'S CUSTOMERS

29.

For customers in Kentucky for which the foregoing interconnection disputes have not prevented AT&T Broadband from successfully marketing local telephone service, AT&T Broadband has received complaints from customers that ALLTEL continues to bill them for local service after they have been "switched" to AT&T Broadband.

30.

This billing dispute involves the date that a customer's telephone number is "ported" or transferred from ALLTEL to AT&T Broadband. In order to ensure that customers are not without service or inconvenienced as to when their telephone numbers are ported from ALLTEL to AT&T Broadband, AT&T Broadband has requested that ALLTEL allow a forty-eight (48) hour "window" as to when AT&T Broadband can activate the porting process. Although ALLTEL has agreed to this forty-eight (48) hour "window" for porting, it has not agreed that once the number is ported, it will stop billing the customer. Rather, if AT&T Broadband ports the number within the forty-eight (48) hour window, but before the "Firm Order Completion"

¹⁰ Moreover, in the event the Commission grants AT&T Broadband's request to order ALLTEL to allow indirect interconnection, AT&T Broadband will terminate these orders and also will seek restitution from ALLTEL for any costs incurred by AT&T Broadband for such direct interconnection facilities.

date, ALLTEL continues to bill the customer until the "Firm Order Completion" date.

31.

Thus ALLTEL continues to bill the customer even though ALLTEL is no longer providing local telephone service to the customer once the customer's number has been ported to AT&T Broadband. Because the customer begins receiving local telephone service from AT&T Broadband with the porting of their telephone number to AT&T Broadband, AT&T Broadband begins billing the customer on the port date. As a result, ALLTEL's continued billing of customers after such porting occurs leads to customers being "double billed" by both AT&T Broadband and ALLTEL.

32.

Upon information and belief, ALLTEL's failure to stop billing customers once their numbers have been ported to AT&T Broadband is discriminatory under the Act when compared with the performance which ALLTEL provides itself when ALLTEL's customers disconnect from ALLTEL (and no longer receive local telephone service from any other carrier). In such cases, ALLTEL stops billing such customers upon such disconnection of service or "termination of the port" and not at a later date.

**COUNT ONE — FAILURE TO COMPLY WITH 47 U.S.C. §252(i) BY
REFUSING TO ALLOW ADOPTION OF VERIZON
INTERCONNECTION AGREEMENT**

33.

AT&T Broadband incorporates by this reference Paragraphs 1-22 above.

34.

ALLTEL has violated Section 252(i) of the Act, 47 U.S.C. §252(i), by refusing to allow AT&T Broadband to adopt the Verizon Interconnection Agreement.

**COUNT TWO — BREACH OF SHEPARDSVILLE
INTERCONNECTION AGREEMENT**

35.

AT&T Broadband incorporates by this reference Paragraphs 1-13 and 23-28 above.

36.

Pursuant to the terms of the Shepardsville Interconnection Agreement, ALLTEL is contractually obligated to allow indirect interconnection between AT&T Broadband and ALLTEL in accordance with Section 2 of Attachment 4 Network Interconnection Architecture. ALLTEL has breached the Shepardsville Interconnection Agreement by refusing to allow such indirect interconnection to be implemented.

**COUNT THREE — VIOLATION OF KENTUCKY STATUTES
278.030(2) and 278.170**

37.

AT&T Broadband by this reference incorporates Paragraphs 1-13 and 23-32 above.

38.

Pursuant to KRS 278.030(2), ALLTEL has a statutory obligation to "furnish adequate, efficient and reasonable service." ALLTEL has violated this statutory obligation by (a) failing to allow indirect interconnection by AT&T Broadband under the Shephardsville Agreement; and (b) failing to timely discontinue billing customers for local telephone service after they have had their telephone numbers ported to AT&T Broadband and ALLTEL is no longer providing local telephone service to such customers.

39.

Pursuant to KRS 278.170, ALLTEL has a statutory obligation not to "give any unreasonable preference or advantage to any person or subject any person to any unreasonable prejudice or disadvantage, or establish or maintain any unreasonable difference between localities or between classes of service for doing a like or contemporaneous service under the same or substantially the same conditions." ALLTEL has violated this statutory obligation by (a) failing to allow indirect interconnection by AT&T Broadband when ALLTEL allows other local exchange carriers to interconnect with its network on an indirect basis, including interconnecting through tandem

facilities; and (b) failing to timely discontinue billing customers for local telephone service after their telephone numbers have been ported to AT&T Broadband and ALLTEL is no longer providing telephone service to such customers.

WHEREFORE, AT&T Broadband respectfully requests that:

- (a) the Commission conduct an expedited review of this Complaint;
- (b) issue an order requiring ALLTEL to execute an agreement with AT&T Broadband acknowledging and agreeing to AT&T Broadband's adoption of the Verizon Interconnection Agreement pursuant to the adoption language set forth on Exhibit 6, attached hereto and incorporated herein by this reference;
- (c) in connection with the issuance of the foregoing Order, state in such order that once such adoption agreement is executed by ALLTEL and AT&T Broadband pursuant to the adoption language set forth on Exhibit 6, that such agreement is approved by the Commission pursuant to Section 252 of the Act, 47 U.S.C. §252, and that no further review or approval of such adoption agreement is required by the Commission;
- (d) during the pendency of such expedited review of this Complaint, issue an emergency order requiring ALLTEL (i) to continue to provide interconnection to AT&T Broadband under the Verizon Interconnection Agreement so that AT&T Broadband's

customers in Lexington can continue to exchange calls with ALLTEL's customers in Lexington; (ii) to accept any interconnection orders from AT&T Broadband for Shepardsville which AT&T Broadband is in the process of placing with ALLTEL; and (iii) to "open up" any codes in its facilities so that AT&T Broadband's potential customers and ALLTEL's customers in Shepardsville immediately may begin calling one another;

- (e) issue an order finding that (i) ALLTEL has breached the Shepardsville Interconnection Agreement and violated Kentucky Statutes 278.030(2) and 278.170 for failure to allow indirect interconnection; (ii) requiring ALLTEL to allow AT&T Broadband to indirectly interconnect with ALLTEL under the Shepardsville Interconnection Agreement; and (iii) requiring ALLTEL to make restitution to AT&T Broadband for any costs it incurred in ordering direct interconnection facilities on a "protest" basis pending the Commission's review of this Complaint;
- (f) issue an order finding that ALLTEL has violated the nondiscrimination provisions of the Act and violated Kentucky Statutes 278.030(2) and 278.170 for failure to stop billing customers on the date that customers' telephone numbers are "ported" or transferred to AT&T Broadband and order ALLTEL to

stop billing customers on the date that customers' telephone numbers are "ported" or transferred to AT&T with a forty-eight (48) hour window; and

- (g) for such other and further relied that the Commission deems reasonable and just.

Respectfully submitted, this the 14th day of January, 2003.

By: Thomas B. McGurk
Attorney for AT&T Broadband Phone
Of Kentucky, LLC.
Thomas B. McGurk, Esq.
Womble Carlyle Sandridge & Rice PLLC
Suite 3200
1201 W. Peachtree Street
Atlanta, GA 30309
(404) 888-7462
(404) 879-2994 (Facsimile)

PREFACE

AGREEMENT

Exhibit 1
Page 1 of 3

This Agreement is entered into by and between AT&T Communications of the South Central States, Inc., a New York corporation having an office at 1200 Peachtree St. N.E., Atlanta, Georgia 30309, in its capacity as a certified provider of local dial-tone service ("AT&T"), and GTE South Incorporated, a Virginia corporation, having an office for purposes of this Agreement at 600 Hidden Ridge, Irving, Texas 75038 ("GTE"), in its capacity as an incumbent local exchange carrier. This Agreement covers services only in the Commonwealth of Kentucky (the "State").

RECITALS

WHEREAS, The Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to, Telecommunications Carriers, with respect to the interconnection of their networks, resale of their telecommunications services, access to their poles, ducts, conduits and rights of way and, in certain cases, the offering of certain unbundled network elements and physical collocation of equipment in Local Exchange Carrier premises, and

WHEREAS, GTE is an Incumbent Local Exchange Carrier; and

WHEREAS, AT&T is a Telecommunications Carrier and has requested that GTE negotiate an agreement with AT&T for the provision of Network Elements, Local Services for resale, collocation and access to poles, ducts, conduits and rights of way and the reciprocal provision of interconnection services pursuant to the Act and in conformance with GTE's and AT&T's duties under the Act; and

WHEREAS, interconnection between competing Local Exchange Carriers (LECs) is necessary and desirable for the mutual exchange and termination of traffic originating on each LEC's network and the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon points of interconnection.

2. Term of Agreement

This Agreement shall become effective in accordance with Section 23.8 (the "Effective Date"), and shall remain effective for a period of three (3) years. This Agreement shall continue in effect for consecutive one (1) year terms thereafter unless either Party gives the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the initial term.

3. Termination of Agreement; Transitional Support

- 3.1 Subject to any applicable restrictions and requirements contained elsewhere in this Agreement, AT&T may elect at any time to terminate this entire Agreement at AT&T's sole discretion, upon ninety (90) days prior written notice to GTE. Unless otherwise provided in this Agreement, in such case, AT&T's liability shall be limited to payment of the amounts due for Local Services, Network Elements, Combinations and Interconnection Services provided up to and including the date of termination. The Parties recognize that provision of uninterrupted service to customers is vital and services must be continued without interruption. Upon the termination or expiration of this Agreement, AT&T may itself provide or retain another vendor to provide comparable Local Services, Network Elements, or Combinations. GTE agrees to cooperate in an orderly and efficient transition to AT&T or another vendor such that the level and quality of the Local Services, Network Elements and Combinations are not degraded and to exercise reasonable efforts to assist in an orderly and efficient transition.
- 3.2 AT&T may terminate any Local Service(s), Network Element(s) or Combination(s) provided under this Agreement upon thirty (30) days written notice to GTE, unless a different notice period or different conditions are specified for termination of such Local Service(s), Network Element(s) or Combination(s) in this Agreement, in which event such specific period and conditions shall apply.
- 3.3 GTE will not discontinue any Unbundled Network Element or Ancillary Function or Combination thereof during the term of this Agreement without AT&T's written consent which consent shall not be unreasonably withheld, except (1) to the extent required by network changes or upgrades, in which event GTE will comply with the network disclosure requirements stated in the Act and the FCC's effective implementing regulations; or (2) if required by a final order of the Court, the FCC or the Commission as a result of remand or appeal of the FCC's order in the Matter of Implementation of Local Competition Provisions of the Telecommunications Act of 1996, Docket 96-98. In the event such a final order allows but does not require discontinuance, GTE shall make a proposal for AT&T's approval, and if the Parties are unable

to agree, either Party may submit the matter to the Dispute resolution procedures described in Attachment 1. GTE will not discontinue any Local Service or Combination of Local Services without providing 45 days advance written notice to AT&T, provided however, that if such services are discontinued with less than 45 days notice to the regulatory authority, GTE will notify AT&T at the same time it determines to discontinue the service. If GTE grandfathers a Local Service or combination of Local Services, GTE shall grandfather the service for all AT&T resale customers who subscribe to the service as of the date of discontinuance.

- 3.4 Either Party may terminate this Agreement at any time by giving written notice in writing to the other Party in the event the other Party files a petition for bankruptcy, is declared bankrupt, is insolvent, makes an assignment for the benefit of creditors, or goes into liquidation or receivership. In addition, either Party may terminate this Agreement in the event of a Party's refusal or failure to pay all or any portion of any amount required to be paid to the other Party as and when due; provided however that the Party allegedly due payment (1) notifies the other Party of the amounts due, (2) utilizes the ADR process set forth in Attachment 1, (3) obtains a favorable final ruling in that process and (4) does not receive payment within thirty (30) calendar days of the final ruling. There shall be no other reason for the unilateral termination of this Agreement.

4. **Good Faith Performance**

In the performance of their obligations under this Agreement, the Parties shall act in accordance with the good faith requirements of the Act. In situations in which notice, consent, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement), such action shall not be unreasonably delayed, withheld or conditioned.

5. **Section 252 (i) Election**

GTE shall allow AT&T to elect terms other than those set forth in this Agreement to the extent required by Section 252 of the Act, final regulations thereunder and relevant court decisions.

6. **Responsibility of Each Party**

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment,

Exhibit 2
Page 1 of 2



John C. Peterson, Director
Contract Performance and Administration
Network Services Group

Network Services Group
600 Hidden Ridge,
HQE03D82
P.O. Box 152082
Irving, TX 75033

Phone 972-718-5965
Fax 972-718-1519
peterson.john@verizon.com

**CERTIFIED MAIL RETURN RECEIPT
REQUESTED**

March 1, 2002

G. Ridgley Loux
Regional Counsel
AT&T Communications of the South Central States Inc.
3033 Chain Bridge Rd
Rm D.300
Oakton, VA 22185
FAX: 703-691-6083

Subject: Comprehensive Agreement Termination between AT&T Communications of the South Central States Inc. and Verizon South Inc. ("Verizon")

On October 31, 2001, ALLTEL Inc. ("ALLTEL") as buyer, agreed to purchase from Verizon South Inc. ("Verizon"), as seller, certain telephone operations and related assets located in the state of Kentucky (the "Transaction") in accordance with the terms of a definitive purchase agreement (the "Purchase Agreement"). The Transaction includes those operations and assets covered by the above described agreement (the "Agreement").

Under the terms of the Purchase Agreement, ALLTEL will acquire all Verizon local exchanges and access lines in the state of Kentucky upon the closing of the Transaction.

As a part of the Transaction, the Agreement between Verizon and AT&T Communications of the South Central States Inc. in the State of Kentucky is being terminated in accordance with its terms, effective upon and no later than the closing date of the Transaction, which is estimated to be July 31, 2002.

Verizon will continue the performance of its obligations under the Agreement prior to the termination of the Agreement concurrent with the closing of the Transaction. For post-closing activities and services in the State of Kentucky, AT&T Communications of the South Central States Inc. and any affiliates must enter into a separate agreement with ALLTEL.

If ALLTEL has not yet contacted you, they will be in touch shortly, regarding new arrangements between, AT&T Communications of the South Central States Inc. and ALLTEL. In the event you have not been contacted within 30 days after receipt of this letter, the person you should begin discussions with at ALLTEL is Alfred Busbee, who can be reached at sci.wholesale.services@alltel.com.

Exhibit 2
Page 2 of 2

If there are any questions, or you feel the need to discuss this information further with a Verizon representative, please contact Laura Schneider at 972-718-6704 or Nicole Powers at 972-718-4946.

Sincerely yours,



John C. Peterson, Director
Contract Performance and Administration
Network Services Group

c: Alfred Bustos - ALLTEL, Inc. - Little Rock, AR
Paula Hopkins - ALLTEL, Inc. - Little Rock, AR
Laura Schneider - HQE03D44
Nicole Powers - HQE03D56
6807



Gregory Cameron, Esq.
Senior Attorney
295 North Maple Avenue
Room #3262B3
Basking Ridge, NJ 07920
Tel. #: 908-221-8548
Fax #: 908-221-2383
camerog@att.com

August 14, 2002
VIA FACSIMILE AND FEDERAL EXPRESS

Mr. Alfred Busbee
Staff Manager - Wholesale Services
ALLTEL Communications, Inc.
1 Allied Drive
Little Rock, AR 72202

Re: AT&T Broadband's Request to Adopt the Master Interconnection, Resale and Unbundling Agreement between AT&T Communications of the South Central States, Inc. and Verizon South for the State of Kentucky, as such Interconnection Agreement was recently acquired by Kentucky ALLTEL as part of its acquisition of Verizon South's assets in the State of Kentucky

Dear Mr. Busbee:

This letter is to inform you that pursuant to Section 252(i) of the Telecommunications Act of 1996 ("Act"), AT&T Broadband Phone of Kentucky, LLC. ("AT&T Broadband") desires to adopt the terms of the Interconnection Agreement between AT&T Communications of the South Central States, Inc. ("AT&T") and Verizon South (formally GTE South Incorporated), as such agreement exists on the date hereof, (the "Agreement") in the state of Kentucky.

AT&T Broadband is aware of Kentucky ALLTEL's (ALLTEL) acquisition of Verizon South's properties in the state of Kentucky, and the Kentucky Public Service Commission's ("Commission") order, dated February 13, 2002, approving the transfer of those properties to ALLTEL as of July 31, 2002. In its Conclusions, the Kentucky Commission approved ALLTEL's application subject to several terms and conditions. Term and condition Number 11 states, "ALLTEL shall honor all interconnection agreements entered into by Verizon."

AT&T Broadband also acknowledges the following from the Kentucky Commission's order:

The Commission required ALLTEL to adopt the service standards imposed on Verizon when GTE merged with Bell Atlantic. Accordingly, ALLTEL is required to file monthly service reports using the 2 prior years as a benchmark for performance standards. In addition, ALLTEL shall file a report of corrective action if it fails to meet any Commission service objective for 3 consecutive months.

ALLTEL asserted that its OSS system for competitors will be fully operational by the July 31, 2002 acquisition date. ALLTEL is required to provide monthly OSS updates to the Commission through the year 2003, at which time the Commission will review both the reporting and implementation process.

The Commission initiated a proceeding to investigate necessary performance measurements to ensure ALLTEL's continued compliance with the requirements of state and federal laws regarding parity of competitive offerings.

ALLTEL is required to file its proposed UNE rates in the format specified by the Commission in Administrative Case No. 382 by no later than September 5, 2002.

AT&T Broadband is also aware that AT&T provided written notice to ALLTEL, dated July 11, 2002, of its election to extend the terms of the Agreement for an additional one (1) year term pursuant to Section 2 of the Agreement. AT&T Broadband, likewise, hereby elects that the adopted agreement shall expire consistent with the terms of the Agreement, as it exists on the date hereof. This extended term will provide the Parties with sufficient time to determine the appropriateness and timing of any new interconnection agreement negotiations.

AT&T Broadband is in receipt of the ALLTEL's standard comprehensive (premise) agreement that is now being offered by ALLTEL in Kentucky. When the Parties choose to negotiate new interconnection agreement language, AT&T Broadband will provide ALLTEL with its proposed new contract language.

In addition to the revised Term of the Agreement, AT&T Broadband hereby formally represents and agrees to the following points:

- (a) AT&T Broadband adopts (and agrees to be bound by) the terms of the Agreement, as it is in effect on the date hereof, and in applying the terms of the Agreement, agrees that AT&T Broadband shall be substituted in the place of AT&T in the Agreement wherever appropriate.
- (b) Notice to AT&T Broadband and ALLTEL as may be required under the Agreement shall be provided as follows:

To AT&T Broadband:

Vice President Telephony
AT&T Broadband Phone
188 Inverness Drive West
Suite 400
Englewood, CO 80112
Fax: 303-858-5096

with a copy to:

General Counsel
AT&T Broadband Phone
188 Inverness Drive West
Suite 400
Englewood, CO 80112
Fax: 303-858-3618

To ALLTEL:

Staff Manager – Interconnection Services
One Allied Drive, Building IV
Little Rock, Arkansas 72202

with a copy to:

VP – Law, Interconnection
One Allied Drive, Building IV
Little Rock, Arkansas 72202

- (c) AT&T Broadband represents and warrants that it is a certified provider of local telecommunications service in the State of Kentucky, and that its adoption of the Agreement will cover services in the State of Kentucky only.
- (d) The term and termination provisions of the AT&T/Verizon Agreement shall govern AT&T Broadband's adoption of the Agreement. The adoption of the Agreement is currently scheduled to expire pursuant to the terms set forth in the AT&T/Verizon Agreement, as it exists on the date hereof including the recently elected extended term.
- (e) AT&T Broadband understands that ALLTEL may submit its own letter to the Kentucky Commission confirming that it accepts AT&T Broadband's adoption of the Agreement. To the extent that such letter by ALLTEL provides representations as to the meaning of specific language in the Agreement or as to the status of applicable law and/or its applicability to the Agreement, AT&T Broadband shall not be bound by any of ALLTEL's statements of positions. Specifically, by this adoption, AT&T Broadband shall not be deemed to have waived any rights and the execution of this adoption letter by AT&T Broadband

shall not be construed as a concession or waiver of any position by AT&T Broadband concerning the adopted agreement's compliance with the Act, decisions and orders of the FCC or the Commission, decisions and orders of federal and state courts, or other applicable law. AT&T Broadband reserves its right to assert or pursue in a forum of competent jurisdiction any claims arising from or related to the adopted agreement, the Act, and any FCC or Commission decisions, orders or rules.

Sincerely,

Gregory Cameron
Senior Counsel, AT&T Broadband

Cc: Paula Hopkins, ALLTEL

WOMBLE
CARYLE
SANDRIDGE
& RICE
A PROFESSIONAL LIMITED
LIABILITY COMPANY

One Atlantic Center
1201 West Peachtree Street
Suite 3500
Atlanta, GA 30309

Telephone: (404) 872-7000
Fax: (404) 888-7490
Web site: www.wcsr.com

Loretta A. Cecil
Direct Dial: (404) 888-7437
Direct Fax: (404) 870-4826
E-mail: lcecil@wcsr.com
Admitted in Florida and North Carolina

October 23, 2002

Exhibit 4
Page 1 of 10

Mr. Stephen B. Roswell, Esq.
ALLTEL Communications, Inc.
One Allied Drive
P.O. Box 2177
Little Rock, Arkansas 72202

Dear Mr. Roswell:

We represent AT&T Broadband Phone of Kentucky, LLC. ("AT&T Broadband"), currently a wholly owned subsidiary of AT&T Corp.

As you may be aware, AT&T Broadband is certified to provide telecommunications services in Kentucky separate and apart from AT&T Corp. and any other AT&T Corp. subsidiary companies. Accordingly, AT&T Broadband seeks to obtain its own interconnection agreement with Kentucky ALLTEL, Inc. ("ALLTEL").

Relative to the February 13, 2002 Order of the Kentucky Public Service Commission in Case No. 2001-00399 ("Commission Order"), AT&T Broadband is aware that ALLTEL is obligated to "honor all interconnection agreements entered into by Verizon South, Inc. ("Verizon"). Accordingly, the purpose of this letter is to advise ALLTEL that pursuant to Section 252(i) of the Telecommunications Act of 1996 (the "Act"), 47 U.S.C. §252(i), AT&T Broadband will adopt the "Interconnection, Resale and Unbundling Agreement between AT&T Communications of the South Central States, Inc. (now "AT&T of the South Central States, LLC") and GTE South Incorporated (now "Verizon South, Inc.").

This Interconnection Agreement was for an initial three year term which began August 10, 1999 and ended August 9, 2002. It remains in effect pursuant to Section 2 thereof which provides "[t]his Agreement shall continue in effect for consecutive one (1) year terms thereafter unless either Party gives the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the initial term." Neither ALLTEL nor Verizon notified AT&T Corp. or AT&T of the South Central States,

LLC of termination of this Interconnection Agreement ninety (90) days prior to end of its initial three-year term. Moreover, on July 11, 2002, AT&T Corp.'s Bill Peacock notified ALLTEL that the Agreement would continue for a one year term. (See attached letter from Bill C. Peacock, Director—Local Services & Access Management, AT&T Corp., to Alfred Busbee, Staff Manager—Wholesale Services, ALLTEL.) ALLTEL has never responded to Mr. Peacock's July 11, 2002 letter.

Regarding adoption of interconnection agreements, AT&T Broadband also is aware of the Kentucky Service Commission's Order in *Matter of Review of An Agreement Between GTE South Incorporated and Sprint Communications Company, L.P. Pursuant to 47 U.S.C. Section 252 (i)*, Case No. 99-397, and the Commission's mandate that in adopting interconnection agreements pursuant to Section 252(i) of the Act, the parties are to sign one "common adoption agreement." In compliance with this mandate, AT&T Broadband proposes the following language for a common adoption agreement to be executed between AT&T Broadband and ALLTEL relative to the above referenced Interconnection Agreement:

Agreement of adoption of an approved interconnection agreement pursuant to 47 U.S.C. 252(i). Kentucky ALLTEL, Inc., by virtue of its obligation under Commission Order in Case No. 2001-00399 to honor all interconnection agreements entered into by Verizon South, Inc., has executed this Adoption Agreement with AT&T Broadband Phone of Kentucky, LLC. relative to that certain Interconnection, Resale, and Unbundling Agreement between AT&T Communications of the South Central States, Inc. (now "AT&T of the South Central States, LLC") and GTE South Incorporated (now "Verizon South") pursuant to Order of the Public Service Commission in Case No. 96-478. AT&T Broadband Phone of Kentucky, LLC. has adopted the terms of the foregoing Interconnection Agreement arising out of Case No. 96-478 and in applying the terms thereunder, has agreed that AT&T Broadband Phone of Kentucky, LLC. shall be substituted for "AT&T."

Notice of the parties may be required under the terms and shall be provided as follows to:

Kentucky ALLTEL, Inc.
Attention—Staff Manager—Wholesale Services
ALLTEL Communications, Inc.
1 Allied Drive
Little Rock, AR 72202

AT&T Broadband Phone of Kentucky, LLC.
Vice President Telephony
AT&T Broadband Phone, LLC.
188 Inverness Drive West
Suite 400
Englewood, CO 80112

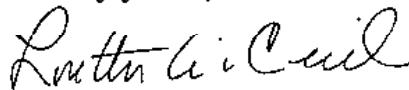
AT&T Broadband Phone of Kentucky, LLC. represents and warrants that it is a certified provider of local telecommunications services in the state of Kentucky and that its adoption of the terms covers services in the state of Kentucky only.

The terms of this Interconnection Agreement shall be in effect until August 9, 2003, or as further extended.

Please let me know at your earliest convenience whether the above proposed language for a common adoption agreement is acceptable. (We modeled the language after the Commission Order in Case No. 93-397 referenced above.) Obviously, we would like to get this matter resolved expeditiously, given that on August 14, 2002, AT&T Broadband gave ALLTEL notice of its intent to adopt this Interconnection Agreement. (See attached letter from Gregory Cameron, Senior Counsel, AT&T Broadband to Alfred Busbee, Staff Manager—Wholesale Services, ALLTEL.) Otherwise, AT&T Broadband is prepared to file a complaint with the Kentucky Public Service Commission regarding ALLTEL's failure to allow adoption of this Interconnection Agreement.

Thank you in advance for your cooperation and assistance.

Sincerely yours,



Loretta A. Cecil



1200 Peachtree St., NE
Atlanta, GA 30309

July 11, 2002

VIA FACSIMILE, ELECTRONIC MAIL AND U.S. MAIL

Mr. Alfred Busbee
Staff Manager - Wholesale Services
ALLTEL Communications, Inc.
1 Allied Drive
Little Rock, AR 72202

Re: Request for Extension of the Master Interconnection, Resale and
Unbundling Agreement between AT&T Communications of the South
Central States, Inc. and Verizon South for the State of Kentucky and
Notice Changes

Dear Alfred:

This letter covers two topics under the AT&T Communications of the South Central States, Inc. ("AT&T") and Verizon South (formerly GTE South Incorporated) interconnection agreement in the state of Kentucky. The first has to do with the term and the second with notice parties.

Term

AT&T is aware of Kentucky ALLTEL's (ALLTEL) acquisition of Verizon South's properties in the state of Kentucky, and the Kentucky Public Service Commission's (PSC) order, dated February 13, 2002, approving the transfer of those properties to ALLTEL as of July 31, 2002. In its Conclusions, the Kentucky PSC approved ALLTEL's application subject to several terms and condition. Term and condition Number 11 states, "ALLTEL shall honor all interconnection agreements entered into by Verizon."

AT&T also acknowledges the following from the Kentucky PSC's order:

The Commission required ALLTEL to adopt the service standards imposed on Verizon when GTE merged with Bell Atlantic. Accordingly, ALLTEL is required to file monthly service reports using the 2 prior years as a benchmark for performance standards. In addition, ALLTEL shall

Exhibit 4
Page 5 of 10

Page 2, Ky ICA Extension – A. Busbee

file a report of corrective action if it fails to meet any Commission service objective for 3 consecutive months.

ALLTEL asserted that its OSS system for competitors will be fully operational by the July 31, 2002 acquisition date. ALLTEL is required to provide monthly OSS updates to the Commission through the year 2003, at which time the Commission will review both the reporting and implementation process.

The Commission initiated a proceeding to investigate necessary performance measurements to ensure ALLTEL's continued compliance with the requirements of state and federal laws regarding parity of competitive offerings.

ALLTEL is required to file its proposed UNE rates in the format specified by the Commission in Administrative Case No. 382 by no later than September 5, 2002.

Pursuant to Section 2 of General Terms and Conditions of the Interconnection, Resale and Unbundling Agreement, between AT&T and Verizon South, AT&T is providing written notice to ALLTEL that AT&T elects to extend the terms of this agreement for an additional one (1) year term. This extension will provide the Parties with sufficient time to determine the appropriateness and timing of any new interconnection agreement negotiations.

AT&T is in receipt of the ALLTEL's standard comprehensive (premise) agreement that is now being offered by ALLTEL in Kentucky. When the Parties choose to negotiate new interconnection agreement language, AT&T will provide ALLTEL with its proposed new contract language.

Notice Parties

Pursuant to the terms contained in Section 16 of the Interconnection Agreement, AT&T hereby formally notifies ALLTEL of the change of its designated representatives and addresses for receipt of notices under the Kentucky Agreement. Effective from this date, all notices from ALLTEL to AT&T under the Kentucky Interconnection Agreement should now be delivered to:

Exhibit 4
Page 6 of 10

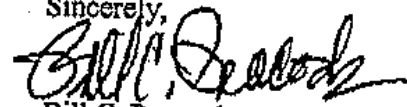
Page 3, Ky ICA Extension - A. Busbee

Gregory P. Terry
Regional Vice President, AT&T
Room 10-01
1875 Lawrence Street
Denver, Colorado 80202
Facsimile Number: 303-298-6557

And

Bill Peacock
AT&T Network Services
1200 Peachtree St.
12th Floor, Room 12254
Atlanta, Georgia 30309-3579
Facsimile Number: 404-810-8605

Sincerely,



Bill C. Peacock
Director - Local Services &
Access Management

Cc: Jimmy Dolan, ALLTEL



Gregory Cameron, Esq.
Senior Attorney
295 North Maple Avenue
Room #3262B3
Basking Ridge, NJ 07920
Tel. #: 908-221-8548
Fax #: 908-221-2383
camerog@att.com

August 14, 2002
VIA FACSIMILE AND FEDERAL EXPRESS

Mr. Alfred Busbee
Staff Manager – Wholesale Services
ALLTEL Communications, Inc.
1 Allied Drive
Little Rock, AR 72202

Re: AT&T Broadband's Request to Adopt the Master Interconnection, Resale and Unbundling Agreement between AT&T Communications of the South Central States, Inc. and Verizon South for the State of Kentucky, as such Interconnection Agreement was recently acquired by Kentucky ALLTEL as part of its acquisition of Verizon South's assets in the State of Kentucky

Dear Mr. Busbee:

This letter is to inform you that pursuant to Section 252(i) of the Telecommunications Act of 1996 ("Act"), AT&T Broadband Phone of Kentucky, LLC. ("AT&T Broadband") desires to adopt the terms of the Interconnection Agreement between AT&T Communications of the South Central States, Inc. ("AT&T") and Verizon South (formally GTE South Incorporated), as such agreement exists on the date hereof, (the "Agreement") in the state of Kentucky.

AT&T Broadband is aware of Kentucky ALLTEL's (ALLTEL) acquisition of Verizon South's properties in the state of Kentucky, and the Kentucky Public Service Commission's ("Commission") order, dated February 13, 2002, approving the transfer of those properties to ALLTEL as of July 31, 2002. In its Conclusions, the Kentucky Commission approved ALLTEL's application subject to several terms and conditions. Term and condition Number 11 states, "ALLTEL shall honor all interconnection agreements entered into by Verizon."

AT&T Broadband also acknowledges the following from the Kentucky Commission's order:

The Commission required ALLTEL to adopt the service standards imposed on Verizon when GTE merged with Bell Atlantic. Accordingly, ALLTEL is required to file monthly service reports using the 2 prior years as a benchmark for performance standards. In addition, ALLTEL shall file a report of corrective action if it fails to meet any Commission service objective for 3 consecutive months.

ALLTEL asserted that its OSS system for competitors will be fully operational by the July 31, 2002 acquisition date. ALLTEL is required to provide monthly OSS updates to the Commission through the year 2003, at which time the Commission will review both the reporting and implementation process.

The Commission initiated a proceeding to investigate necessary performance measurements to ensure ALLTEL's continued compliance with the requirements of state and federal laws regarding parity of competitive offerings.

ALLTEL is required to file its proposed UNE rates in the format specified by the Commission in Administrative Case No. 382 by no later than September 5, 2002.

AT&T Broadband is also aware that AT&T provided written notice to ALLTEL, dated July 11, 2002, of its election to extend the terms of the Agreement for an additional one (1) year term pursuant to Section 2 of the Agreement. AT&T Broadband, likewise, hereby elects that the adopted agreement shall expire consistent with the terms of the Agreement, as it exists on the date hereof. This extended term will provide the Parties with sufficient time to determine the appropriateness and timing of any new interconnection agreement negotiations.

AT&T Broadband is in receipt of the ALLTEL's standard comprehensive (premise) agreement that is now being offered by ALLTEL in Kentucky. When the Parties choose to negotiate new interconnection agreement language, AT&T Broadband will provide ALLTEL with its proposed new contract language.

In addition to the revised Term of the Agreement, AT&T Broadband hereby formally represents and agrees to the following points:

- (a) AT&T Broadband adopts (and agrees to be bound by) the terms of the Agreement, as it is in effect on the date hereof, and in applying the terms of the Agreement, agrees that AT&T Broadband shall be substituted in the place of AT&T in the Agreement wherever appropriate.
- (b) Notice to AT&T Broadband and ALLTEL as may be required under the Agreement shall be provided as follows:

To AT&T Broadband:

Vice President Telephony
AT&T Broadband Phone
188 Inverness Drive West
Suite 400
Englewood, CO 80112
Fax: 303-858-5096

with a copy to:

General Counsel
AT&T Broadband Phone
188 Inverness Drive West
Suite 400
Englewood, CO 80112
Fax: 303-858-3618

To ALLTEL:

Staff Manager – Interconnection Services
One Allied Drive, Building IV
Little Rock, Arkansas 72202

with a copy to:

VP – Law, Interconnection
One Allied Drive, Building IV
Little Rock, Arkansas 72202

- (c) AT&T Broadband represents and warrants that it is a certified provider of local telecommunications service in the State of Kentucky, and that its adoption of the Agreement will cover services in the State of Kentucky only.
- (d) The term and termination provisions of the AT&T/Verizon Agreement shall govern AT&T Broadband's adoption of the Agreement. The adoption of the Agreement is currently scheduled to expire pursuant to the terms set forth in the AT&T/Verizon Agreement, as it exists on the date hereof including the recently elected extended term.
- (e) AT&T Broadband understands that ALLTEL may submit its own letter to the Kentucky Commission confirming that it accepts AT&T Broadband's adoption of the Agreement. To the extent that such letter by ALLTEL provides representations as to the meaning of specific language in the Agreement or as to the status of applicable law and/or its applicability to the Agreement, AT&T Broadband shall not be bound by any of ALLTEL's statements of positions. Specifically, by this adoption, AT&T Broadband shall not be deemed to have waived any rights and the execution of this adoption letter by AT&T Broadband

shall not be construed as a concession or waiver of any position by AT&T Broadband concerning the adopted agreement's compliance with the Act, decisions and orders of the FCC or the Commission, decisions and orders of federal and state courts, or other applicable law. AT&T Broadband reserves its right to assert or pursue in a forum of competent jurisdiction any claims arising from or related to the adopted agreement, the Act, and any FCC or Commission decisions, orders or rules.

Sincerely,

Gregory Cameron
Senior Counsel, AT&T Broadband

Cc: Paula Hopkins, ALLTEL

ATTACHMENT 4: NETWORK INTERCONNECTION ARCHITECTURE**1.0 Scope**

- 1.1 This Attachment describes the arrangements that may be utilized by the Parties for interconnection of their respective networks for the transmission and routing of Telephone Exchange Service and Exchange Access Service pursuant to §251 of the Act. In each ALLTEL Exchange Area where the Parties interconnect their networks, the Parties will utilize the interconnection method(s) specified below unless otherwise mutually agreed to in writing by the Parties.
- 1.2 Each Party is responsible for the appropriate sizing, operation, and maintenance of the facilities utilized for transmission and routing to the Interconnection Point ("IP"). An Interconnection Point ("IP"), as defined in §2.0 of this Attachment will be designated for each interconnection arrangement established pursuant to this Agreement. Neither Party will bill the other for transmission and routing for facilities on its side of the IP.
- 1.3 Exhibit A to this Attachment identifies the interconnection method and IP for the exchange of traffic pursuant to this Agreement. Street address and/or Vertical and Horizontal (V & H) Coordinates will identify the IP.
- 1.4 Exhibit A to this attachment is based on the network configuration and capabilities of the Parties, as they exist on the date of this Agreement. If those factors change (e.g., ALLTEL deploys a new tandem office or becomes an E-911 provider), the Parties will negotiate in good faith to modify this Agreement in order to accommodate the changes and to provide the services made possible by such additional capabilities to AT&T.

2.0 Interconnection Methods

There are two methods of interconnection available; direct interconnection and indirect interconnection.

- 2.1 Direct interconnection provides for network interconnection between the Parties through, including but not limited to, one or more of the following methods: 1) lease arrangements, 2) jointly provisioned facilities arrangements (including but not limited to SONET Ring or Midspan Fiber Meet), and 3) collocation arrangements.
 - 2.1.1 If AT&T's end office or wire center is within ALLTEL's local exchange boundary where direct interconnection is requested, either Party may lease from the other Party facilities between ALLTEL's end office or wire center location and AT&T's end office or wire center location, subject to availability. Unless the Parties mutually agree in writing to different locations, ALLTEL's IP will be located at AT&T's end office or wire center location and AT&T's IP will be located at the ALLTEL's end office or wire center location. Lease arrangements will be governed by the applicable ALLTEL UNE prices, interstate, intrastate or local, special access or private line tariffs under which AT&T orders service.
 - 2.1.2 Jointly provisioned service arrangements provide for direct interconnection of the Parties networks at a point other than the ALLTEL's and AT&T's end office or wire center and involve each Party's partial provisioning of network facilities to interconnect the Parties networks (e.g., midspan fiber meet or SONET Ring). Should the parties interconnect via jointly provisioned facilities, the Parties will mutually agree to an IP, provided, however, that the IP will be within ALLTEL's exchange boundary where direct interconnection is requested. Each Party is individually responsible for its costs incurred in establishing this arrangement. SONET Ring – the parties each agree to provide where available, in a physical diverse route, fiber transmission facilities to the other's designated IP. Each party will be responsible for providing compatible optical terminating equipment on its

side of their respective IPs for the purpose of constructing a diverse SONET Ring interconnection arrangement. All optical equipment used must conform to applicable industry standards and be compatible with the other Party's equipment.

- 2.1.3 Midspan Fiber Meet – the parties each agree to provide fiber transmission facilities to a common meet point or IP at a location midway between their respective network nodes. Each party will be responsible for providing compatible optical terminating equipment with the other Party's optical terminating equipment on its side of their respective IP (s)
- 2.1.4 Collocation interconnection provides for direct interconnection of the Parties' networks through network interfaces established at AT&T's collocation within ALLTEL's end office or wire center. AT&T must have a collocation arrangement established pursuant to this Agreement to utilize this form of direct interconnection. If AT&T establishes collocation at an end office or wire center, the IP will be at collocation facility.

- 2.2 Indirect interconnection provides for network interconnection between the Parties through a third party tandem provider performing a transit function. Under this arrangement, the originating Party has the responsibility to pay any applicable transit or tandem switched access fees and common transport associated with traffic exchanged between the Parties.

3.0 Signaling Requirements

- 3.1 Signaling protocol. The Parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Telcordia Standards including ISDN user part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. All Network Interoperability Interface Forum (NIIF) adopted standards shall be adhered to.
- 3.2 Where available, CCS signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. If CCS signaling is unavailable, the Parties shall use MF (Multi-Frequency) signaling.
- 3.3 The following list of publications describe the practices, procedures and specifications generally utilized by the industry for signaling purposes and are listed herein to assist the Parties in meeting their respective interconnection responsibilities related to signaling:

GR-000246-CORE, Telcordia Communications Research
Specifications of Signaling System 7 ("SS7")

GR-000317-CORE, Switching System Requirements for Call Control
Using the Integrated Services Digital Network User Part

GR-000394-CORE, Switching System Requirements for Interexchange
Carrier Interconnection Using the Integrated Services Digital Network
User Part

GR-000606-CORE, LATA Switching Systems Generic Requirements-
Common Channel Signaling-§6.5

GR-000905-CORE, Common Channel Signaling Network Interface
Specification Supporting Network Interconnection Message Transfer
Part ("MTP") and Integrated Digital Services Network User Part
("ISDNUP")

Exhibit 6

**Adoption Language
AT&T Broadband Phone of Kentucky, LLC to
Kentucky ALLTEL, Inc.**

Agreement of adoption of an approved interconnection agreement pursuant to 47 U.S.C. 252(i). Kentucky ALLTEL, Inc., by virtue of its obligation under Commission Order in Case No. 2001-00399 to honor all interconnection agreements entered into by Verizon South, Inc., has executed this Adoption Agreement with AT&T Broadband Phone of Kentucky, LLC. relative to that certain Interconnection, Resale, and Unbundling Agreement between AT&T Communications of the South Central States, Inc. (now "AT&T of the South Central States, LLC") and GTE South Incorporated (now "Verizon South") pursuant to Order of the Public Service Commission in Case No. 96-478. AT&T Broadband Phone of Kentucky, LLC. has adopted the terms of the foregoing Interconnection Agreement arising out of Case No. 96-478 and in applying the terms thereunder, has agreed that AT&T Broadband Phone of Kentucky, LLC. shall be substituted for "AT&T."

Notice of the parties may be required under the terms and shall be provided as follows to:

Kentucky ALLTEL, Inc.
Attention—Staff Manager—Wholesale Services
ALLTEL Communications, Inc.
1 Allied Drive
Little Rock, AR 72202

AT&T Broadband Phone of Kentucky, LLC.
Vice President Telephony
AT&T Broadband Phone, LLC.
188 Inverness Drive West
Suite 400
Englewood, CO 80112

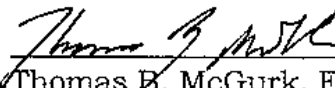
AT&T Broadband Phone of Kentucky, LLC. represents and warrants that it is a certified provider of local telecommunications services in the state of Kentucky and that its adoption of the terms covers services in the state of Kentucky only.

The terms of this Interconnection Agreement shall be in effect until August 9, 2003, or as further extended.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the public version of the foregoing Complaint, Request for Expedited Review and Emergency Relief was served upon the following party by placing a copy of the same in the United States Mail, first-class postage prepaid.

This the 14th day of January, 2003.


Thomas B. McGurk, Esq.

CT Corporation System
Attn: Kentucky ALLTEL, Inc.
ALLTEL Kentucky, Inc.
Kentucky Home Life Building
Louisville, KY 40202

Kentucky ALLTEL, Inc.
239 South 5th Street
Suite 1511
Louisville, KY 40202

ALLTEL Kentucky, Inc.
239 South 5th Street
Suite 1511
Louisville, Kentucky 40202

Stephen B. Rowell, Esq.
Kentucky ALLTEL, Inc.
One Allied Drive, Building IV
P. O. Box 2177
Little Rock, Arkansas 72202